

THIS AGREEMENT, made and entered into on **DATE OF PURCHASE** serves as a legally binding contract between NY Bangers, LLC (NY BANGERS) and **YOUR NAME** ("ARTIST"). This agreement grants the ARTIST usage rights to the instrumental(s) named **BEAT TITLE(S)** ("Instrumental").

UNLIMITED LEASE TERMS:

The ARTIST agrees to pay NY BANGERS an initial producer's fee for the use of the Instrumental being licensed in this agreement, for the purpose of creating a new recording.

The ARTIST receives a 192 kbps tagless MP3 file with one (1) producer signature at the beginning (The "Scream"), a high quality 16-bit tagless WAV file without a producer signature at the beginning, and the individual stem files tracked out as high quality 24-bit WAV files.

Upon payment confirmation, the ARTIST will be e-mailed the download links.

The ARTIST understands that their usage rights include the following terms:

- 1) The right to use the Instrumental as included within the new recording and distribute the new recording for sale without any limits on number of units sold.
- 2) The right to perform with the Instrumental as included within the new recording for the purpose of free or paid shows;
- 3) The right to include and exploit the Instrumental as included within the new recording in digital internet usage, radio broadcasts, video clips, audiovisual uses, and TV/Film placements. Youtube monetization is permitted, however the Youtube link must be submitted beforehand to NY BANGERS in order for the monetization request to be initialized with Youtube;
- 4) The ARTIST understands that this lease agreement states that the Instrumental remains available for sale by NY BANGERS and may be leased or purchased by another party at any given day or time, and only in the event of an 'exclusive sale' will the Instrumental be deleted from the NY BANGERS website(s) and no longer sold.
- 5) The ARTIST understands they have neither the right nor authority to share, post, sell, or license the rights to the Instrumental or the tagless audio file(s) whether in whole or in part to any other party;
- 6) The ARTIST understands that if the Instrumental contains a third party audio sample, it is the ARTIST's decision whether or not to clear the sample, and NY BANGERS is not responsible for any fees or costs relating to the sample clearance process, nor is NY BANGERS liable for third party sample usage.
- 7) The ARTIST is required to credit NY BANGERS on the new recording with the following statement: "Produced by NY BANGERS." ARTIST agrees to display this statement on all physical/digital media containing a portion or sum of the Instrumental including but not limited to CD's, CD covers, Mixtape track lists, Youtube Videos, and internet sales.
- 8) Should the ARTIST decide to register the new recording with a PRO such as ASCAP, SESAC, or BMI, NY BANGERS must be credited with a 50/50 writer's and publisher's split (ASCAP Publisher: NY Bangers (IPI# 736298803) ASCAP Writer: Matthew N Jacobson (IPI # 723458246).
- 9) NY BANGERS agrees to not collect a Producer royalty from the Instrumental as included within the new recording on Youtube ad revenue, or digital and physical record sales for up to the first \$10,000 earned, but once this \$10,000 threshold is met, ARTIST agrees to pay NY BANGERS 25% of all Youtube ad revenue and record sales made from that point forward, for the length of the copyright term (70 years after author's death). Payments should be made to NY BANGERS within 10 business days of each sales earnings distribution made to ARTIST.

EXECUTION RECITALS:

I have read and understand the terms of this agreement. I will adhere to the terms outlined within this agreement. I am aware that any breach of this contract will result in the revocation of my usage rights. Should I violate this contract and lose these privileges, I understand that selling any recordings that contain any sum or portion of the Instrumental being licensed in this agreement, without written permission from NY BANGERS would constitute a violation of copyright law punishable by legal action. Furthermore, I understand that this purchase is non-refundable and that my registered recordings may be featured by NY BANGERS for promotional purposes.